

15-19/mf  
Michael Fernandez  
Gina M. Venezia  
FREEHILL HOGAN & MAHAR, LLP  
80 Pine Street  
New York, New York 10005  
Tel: (212) 425-1900  
Fax: (212) 425-1901  
*Attorneys for Plaintiffs*  
*Hapag Lloyd Aktiengesellschaft*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF THE COMPLAINT OF

HAPAG-LLOYD AKTIENGESELLSCHAFT  
a/k/a HAPAG-LLOYD AG

AS OWNERS AND OPERATORS OF THE  
M/V YANTIAN EXPRESS

**19-cv- 5731 (GHW)**

**AD INTERIM STIPULATION  
FOR VALUE**

WHEREAS, Plaintiff has instituted or will be instituting proceedings in this Court, pursuant to 46 U.S.C. §§ 30501, et. seq., for exoneration from or limitation of liability with respect to all claims, injury, loss, damage or liability arising out of or relating to a fire that occurred on or about January 3, 2019, during a voyage of the M/V YANTIAN EXPRESS (the “Vessel”) and the subsequent firefight and salvage efforts, the facts of which are more particularly set forth in the accompanying Complaint, or for any other matter arising during the voyage on which the Vessel was then engaged, in which proceedings Plaintiff prays, among other things, that the Court issue a notice to all persons asserting claims with respect to the matters for which the Complaint has been filed, notifying them to file their respective claims with the Clerk of this Court and to serve on Plaintiff’s attorneys a copy thereof, and that an injunction issue restraining commencement and further prosecution of all claims, suits, actions and proceedings against Plaintiff, the Vessel, and/or either of their agents, representatives or  
506003.1

insurers, with respect to the matters in question, except in accordance with the provisions of the notice to be issued herein; and

WHEREAS, Plaintiff wishes, except in accordance with the provisions of the notice to be issued herein, to prevent the commencement or prosecution hereafter of any and all suits, actions or legal proceedings of any nature or description whatsoever in any and all courts, except before this Court herein, against Plaintiff and/or the Vessel, or against other property of Plaintiff or the agents, representatives, or insurers of Plaintiff and/or the Vessel, and also wishes to provide an Ad Interim Stipulation for Value as security for any such potential claims, subject to any appraisement as the Court may order of the amount or value of Plaintiff's interest in the Vessel for limitation purposes and pending freight; and

WHEREAS, pending such due appraisement, the value of Plaintiff's interest for limitation purposes in the aforesaid Vessel, inclusive of pending freight, at the end of the voyage described above has been stated to be U.S. \$15,889,407, as appears by the Declaration of Michael Fernandez and the accompanying Certificate of Valuation of N. Shipley & Co. Ltd. which were filed with the Complaint;

NOW, THEREFORE, in consideration of the premises,

1.

The Britannia Steam Ship Insurance Association Limited ("Britannia") by its agent Tindall Riley (Britannia) Limited, Regis House, 45 King William Street, London EC4R 9AN, United Kingdom, undertakes in the principal sum of FIFTEEN MILLION EIGHT HUNDRED EIGHTY NINE THOUSAND AND FOUR HUNDRED SEVEN DOLLARS and 00/100 (\$15,889,407), with annual interest at six percent (6%) from the date hereof, that within fourteen (14) days after the entry of a court order increasing or reducing the value of Plaintiff's interest for limitation purposes in the said Vessel and pending freight, it will pay into the Court's registry the amount or value as ascertained by the Court or will file in this proceeding a Letter of Undertaking, bond or stipulation for value in the ascertained amount in the usual form of surety as agreed by all parties or as approved by the Court; and pending any payment into the Court of such sum or the giving of other security as agreed or approved by the Court, this Ad Interim Stipulation for Value/Letter of Undertaking shall stand as security for all claims in the captioned proceeding.

2.

Britannia submits itself to the jurisdiction of this Court for the limited purpose of this undertaking and agrees to abide by all orders and decrees of this Court, intermediate or final, and to pay the amount awarded by the final decree rendered by this Court or an appellate court, after all appeals, if any, up to the principal amount of this undertaking, with interest as aforesaid, unless in the meantime the amount or value of Plaintiff's interest in the said Vessel and pending freight for limitation purposes shall be paid into Court or substitute security shall be given as described herein or otherwise, in which event this undertaking shall be void.

3.

The signing of this stipulation by JONATHAN BOTT shall not be construed as binding on him personally or binding on Tindall Riley (Britannia) Limited, but is to be binding only upon Britannia.

Dated: New York, New York  
June 17, 2019

The Britannia Steam Ship Insurance Association Limited

By: Tindall Riley (Britannia) Limited

Name:

Title:

JONATHAN BOTT

DIRECTOR (CLAIMS)